



**CITY OF BUFFALO
NEW YORK**

**DEPARTMENT OF HUMAN RESOURCES
65 NIAGARA SQUARE, ROOM 1007 CITY HALL
BUFFALO, NY 14202
PHONE (716) 851-9607 FAX (716) 851-4968**

REQUEST FOR PROPOSALS FOR

**CONSULTING SERVICES FOR EMPLOYEE BENEFITS and INSURANCES
FOR THE CITY OF BUFFALO**

ISSUE DATE: AUGUST 24, 2018

ALL INQUIRIES MUST BE SUBMITTED IN WRITING VIA E-MAIL NO LATER THAN
AUGUST 31, 2018, TO DFABIAN@CITY-BUFFALO.COM.

PRE-PROPOSAL CONFERENCE: SEPTEMBER 17, 2018 AT 11:00 A.M.

RESPONSE DUE DATE: OCTOBER 1, 2018 AT 11:00 A.M.

**CITY OF BUFFALO
DEPARTMENT OF HUMAN RESOURCES
65 NIAGARA SQUARE, ROOM 1007 CITY HALL
BUFFALO NY 14202**

SECTION 1- INTRODUCTION

The City of Buffalo, Department of Human Resources, is requesting proposals to provide consultation services and advice to the City of Buffalo (herein after “the City”) on employee benefits and insurances.

SECTION 2- INSTRUCTIONS TO OFFERORS

2.1 General Invitation

The City invites all interested parties to submit proposals for the services described herein. For purposes of this Request for Proposals (herein after “RFP”), the City’s designee shall be Douglas Fabian.

The Department of Human Resources will receive all proposals in person or via mail by no later than October 1, 2018 11:00 A.M. EST. All proposals shall be sealed, clearly labeled on the front of the package and delivered to:

CONSULTING SERVICES FOR EMPLOYEE BENEFITS and INSURANCES

**City of Buffalo
Gladys Herndon-Hill, Commissioner
Department of Human Resources
65 Niagara Square, Room 1007 City Hall
Buffalo, New York 14202**

OFFERORS ASSUME ALL RISKS FOR THE TIMELY AND PROPER DELIVERY OF SUBMITTED PROPOSALS.

The received time of proposals will be determined by the clock of the above noted location.

NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.

Proposals are solicited in accordance with the terms, conditions and instructions as set forth in this RFP. Submission of proposals via telephone, facsimile, e-mail or any other method not specifically provided for herein is prohibited. Proposals must be completed in accordance with the requirements of the RFP. No amendments or changes to proposals will be accepted after the closing date and time. No proposals shall be accepted after the stated deadline. The City reserves the right to reject any or all proposals.

Any material misrepresentation made by an Offeror may void their proposal and eliminate their proposal from further consideration. Any proposal that is based upon violation of federal, state or local law, or deemed to be non-responsive will be eliminated from consideration.

The City shall not be responsible for any expenses or charges incurred by an Offeror in preparing or submitting a proposal, or in their providing any additional information considered necessary by the City in the evaluation of their proposal.

2.2 Schedule

Listed below is the anticipated schedule for all actions related to this RFP. In the event that there is any change or deviation from this schedule, such change will be posted on the City's website at www.city-buffalo.com.

<u>EVENT</u>	<u>DATE</u>
Issuance of RFP	August 24, 2018
Written Questions from Offerors due	August 31, 2018
Responses to Questions posted on City website	September 7, 2018
Pre-Proposal Conference at 11:00 A.M.	September 17, 2018
Proposals Due by 11:00 A.M.	October 1, 2018
Target Award Date:	TBD

2.3 Pre-Proposal Conference

Offerors interested in providing these services are encouraged to attend a **pre-proposal conference** to be held on **Monday September 17, 2018 at 11:00 A.M.**, in the Department of Human Resources, Room 1007 City Hall, 10th Floor, City Hall, Buffalo, NY 14202. The conference is intended to provide clarification of these specifications, where needed, and to respond to all technical inquiries. Representatives may not appear on behalf of more than one company. A representative from the City of Buffalo Division of Purchase will also be present to answer questions regarding proposal rules and regulations. Questions must be submitted no later than 4:00 P.M. on August 31, 2018.

2.4 RFP Review, Additional Information and Questions

Each Offeror is responsible for carefully examining all RFP documents and thoroughly familiarizing themselves with each of the City's requirements prior to their submission of a proposal to ensure that their responses are in compliance with the RFP.

Each Offeror is responsible for conducting its own investigations and any examinations necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to perform such investigations and examinations shall not relieve the Offeror from its

obligation to comply, in every detail, with all of the provisions and requirements contained in the RFP.

Questions regarding the RFP shall be directed to the City's designee only. Any impermissible contact with any other City officer or employee regarding the RFP during the procurement period shall result in the rejection of any such Offeror's proposal. Offerors shall communicate in writing only. No other communications with the City's designee regarding the RFP are permitted during the procurement period.

All questions, requests for clarification or additional information must be sent by email to Douglas Fabian: dfabian@city-buffalo.com and must be received no later than **4:00 P.M. August 31, 2018**. The subject line must identify the RFP by title. Offerors shall not communicate with the City's designee via any other method or outside of the time period set forth herein.

The answers to questions received via email and the summary of the pre-proposal conference will be posted on the City's website at www.city-buffalo.com. No other representatives of the City are to be contacted regarding this RFP. The City accepts no responsibility for, and the Offeror agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the City.

Offerors are solely responsible for ensuring the City has a current address, e-mail address and telephone number on file for the Offeror. It is the responsibility of all Offerors to check the City of Buffalo website for any updates.

The City may, in its sole discretion, also elect to provide both the question(s) and the written answer(s) to all known Offerors via e-mail. Offerors are solely responsible for ensuring that the City has accurate contact information, including e-mail address for the receipt of such correspondence. The City does not assume any responsibility for undelivered e-mails or for the receipt of any communication sent to any Offeror.

2.5 Addendums and Modifications

The City reserves the right, in its sole discretion, to amend this RFP at any time prior to the deadline for submission of proposals. In the event that it becomes necessary to revise or expand upon any part of this RFP, all addendums, amendments, and interpretations to this RFP will be made in writing and posted on the City's website at www.city-buffalo.com. The City may also endeavor to notify all Offerors to whom the RFP has been issued.

All addendums shall be incorporated as part of the RFP documents as though they were originally set forth. The City does not assume any responsibility for the receipt of any addendum sent to any Offeror.

Any information supplied by the City relative to this RFP must be considered in preparing proposals. All other contacts that an Offeror may have had before or after receipt of this RFP with any individuals, employees, subcontractors, consultants or representatives of the City and any information that may have been read in any news media or seen or heard in any communication regarding this RFP should be disregarded in preparing responses.

2.6 *Proposal Format*

Offerors are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of the RFP may cause their proposal to be rejected. Submission of a proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP.

Eight (8) copies of the proposal, one (1) original and seven (7) copies, along with one (1) digital copy (CD or Flash Drive) must be provided. Proposals must be prepared on 8-1/2" x 11" paper using a font no smaller than 11-point with one-inch margins, printed double-sided, and bound on the long side. The narrative response portion of the proposal is limited to ten (10) double-spaced pages. Each page of the submission must be numbered in a manner so that it can be uniquely identified. Legibility, clarity and completeness are required.

The proposal must be signed by each individual Offeror or their authorized representative who shall have the authority to legally bind the Offeror(s). The proposal shall also contain a statement that the proposal, including all proposed prices, contained therein shall remain firm and irrevocable for a period of ninety (90) days following the City's receipt of such proposal and the award of the contract, if any.

In the event that an Offeror cannot comply with any term, condition, or requirement of this RFP, such non-compliance must be clearly noted on the Offeror's letterhead and submitted with the proposal. Offerors are cautioned that such non-compliance may result in disqualification of their proposal, at the sole discretion of the City. No allowance will be made for un-noted non-compliance of any kind by the Offeror.

SECTION 3 - SCOPE OF WORK

The City of Buffalo is seeking consulting services and advice on employee benefits and other insurances, this includes, but is not limited to, completely reviewing and analyzing, the manner in which the City obtains and provides health insurance and other benefits/insurances to current and retired employees. The consultant may also be requested to provide services not enumerated in this RFP, on an as needed basis, and as agreed upon by both parties in writing.

A goal of this engagement will be to identify methods to reduce the costs to the City for providing such services, while also driving appropriate healthcare consumerism and outcomes.

The successful Offeror must have staff available for consultation with City staff on an as-needed basis between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

1. Employee Health and Dental Insurance:

The consultant shall provide the following services concerning health and dental insurance:

- a. Evaluate the current manner in which the City purchases health insurance, dental insurance and other health related benefits, such as FSA cards.
- b. Evaluate the current way commissions are paid, and alternate means (across the product lines).
- c. Evaluate our “in lieu” payouts for medical insurance and offer creative options that have a positive impact on our current and retiree workforce. (The City would be interested in proposals for employer paid long term care (LTC) insurance, long term disability insurance with a conversion to LTC insurance at age 65, etc. in lieu of cash payments for opting out of health coverage).
- d. Review existing contractual requirements for the provision of insurance and other benefits.
- e. Track current trends, litigation, current/proposed legislation, regulatory changes, and New York State decisions regarding healthcare, and advise on the same.
- f. Analyze the feasibility for alternative arrangements, including but not limited to self-insurance, insurance consortiums, and prescription purchasing systems, etc.
- g. Prepare recommendations and provide assistance in minimizing costs for such benefits and insurance.
- h. Provide quarterly full utilization reviews with recommendations for education to be provided to the City or to be administered by the City based on the utilization reports provided. The successful Offeror will also be required to report on any changes, and to report on any other essential information.
- i. Provide for the establishment and maintenance of records relating to insurance and benefits.
- j. Prepare recommendations concerning the appropriate method of funding insurance and benefits. (i.e. fully insured, partially self-insured, stop loss, gap insurance, etc.)

- k. Negotiate renewals with claims administrators and prepare recommendations on when the City should consider issuing a Request for Proposals for administrative services, including for Third Party Administration (TPA) and insurance brokers.
- l. Regularly run comparative analysis/actuarial reports against those provided by the health insurance vendor for accuracy.
- m. Work with insurance carriers, claims administration, Commissioner of Human Resources, Director of Labor Relations, Director of Compensation and Benefits, and the Commissioner of Finance.
- n. Assist the City in negotiations with the City labor unions regarding benefit proposals.
- o. Review and update the City's standard contractual insurance requirements.
- p. Conduct annual/semi-annual dependent and spousal audits.
- q. Work in partnership with the City in developing employee based wellness initiatives.
- r. Meet with City staff when requested.

2. Life Insurance

The City currently offers basic and voluntary supplemental life insurance. In addition to the two aforementioned life insurance options, there are several other life insurance policies offered by the City, due to the various union contracts currently in place. Offerors shall provide at a minimum the following services:

- a. Review of the current plans. The City has provided the following Attachments to provide the Offeror with a better understanding of some of the City's current Life insurance offerings:
 - i. See attachment "A" – standard
 - ii. See attachment "B" – by up
- b. Prepare competitive quotes
- c. Make alternative suggestions as appropriate.

3. Voluntary Short Term Disability, Long Term Disability and Long Term Care Insurance:

- a. The City does not currently offer these insurances, and part of the consultants services would be to assist the City in obtaining quotes on offering voluntary Short term Disability (STD), Long term Disability (LTD), and Long Term Care LTC) insurance coverage/s to all its employees:
 - i. STD quotes should specify what the cost would be after 30 days of disability.
 - ii. LTD quotes should specify what the cost would be after 90 and 180 days of disability.
 1. The consultant may also be required to provide the City with all the information, assistance, and services necessary for obtaining and offering an LTD policy with a conversion rider at age 65 to an LTC policy.
 2. The consultant may also be required to provide the City with all the information, assistance, and services necessary for the City to offer a LTD policy as part of the “in lieu” payment for opting out of health insurance, and vendors should quote such policy on a voluntary and employer paid basis.
 - iii. Specify the minimum participation required by the City.

SECTION 4 - REQUIRED CONTENT

All proposals must contain the required information, including but not limited to all expenses, hourly staff rates, payment terms, and contract terms required by Offerors and conditions and options. In addition please provide the information specified below:

1. Affirm that the Offeror is a firm properly licensed or otherwise permitted to provide health insurance and employee benefits consulting services in New York State.
2. Indicate whether your firm is local, regional, national or international.
3. Indicate the address of your home office.
4. Indicate whether your firm has been the subject of any professional disciplinary action.

5. Indicate by professional or personal associations, all potential conflicts and/or relationships with current City of Buffalo employees for all key employees and owners.
6. Identify any municipal entities comparable in size to the City of Buffalo for which your firm currently provides insurance and/or independent consulting services similar to that which are outlined in this RFP.
7. Describe any professional development programs and/or continuing professional education requirements imposed by your firm on consultants/personnel.
8. Identify the local office that would handle the City of Buffalo account, including address and phone number. Identify the partner or other individual in charge of that office. Indicate the total number of professional staff personnel currently assigned to that office. If that office is not in Buffalo describe how your firm's personnel assigned to the City of Buffalo account will be available throughout the year to provide the necessary services or to attend meetings. Information is required which describes the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention should be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project.
9. The Offeror must submit a turnover report for all titles that will work on the City's account, disclosing company turnover rates for 2015, 2016 and 2017.
10. Identify any subcontractors you plan utilizing to perform any direct work on this project. Please include, the technical areas, character and extent of participation by any subcontractor
11. Describe in narrative form your proposed approach to this engagement, including time deadlines by which you would want information from the City, method of transmission of data from the City to your firm, turn-around time in preparing reports, quality control measures within your firm, and the format of any standard report (attach examples, if possible).
12. Please provide any additional information about your firm that you believe will assist the City in making its selection

SECTION 5 - EVALUATION AND SELECTION PROCESS

5.1 *Qualifications*

The City's minimum requirements for any services to be delivered pursuant to any contract arising from this solicitation, including the tasks the City has identified as necessary to meet those requirements are set forth herein. In addition, each proposal must demonstrate that the Offeror meets the minimum qualifications listed below:

- Minimum five (5) years of experience in providing the services requested in this RFP
- Experience in the negotiation and development of contracts for health insurance benefits
- Experience with health insurance benefits in a unionized setting
- Experience working collaboratively with municipal managers and personnel
- Experience in providing clients with alternative health insurance arrangements including self-insurance
- Proven ability in minimizing costs associated with health insurance
- Understanding of national, regional and local trends regarding health insurance benefits in large municipal settings

5.2 Contract Award

The evaluation criteria that the City will utilize will be based upon, but not limited to, the Offerors demonstrating their qualifications, prior proven experience, costs, and any other factors deemed to be in the best interest of the City. All proposals will be evaluated upon, and weighted as indicated, but not necessarily limited to, the following criteria:

- Qualifications and experience of the firm, in providing these or similar services to municipal and/or governmental entities of similar size and scope as the City of Buffalo (15%)
- Qualifications and experience of the project executive and other key personnel (15%)
- Resumes of staff and proposed consultants indicating education, background, and recent relevant experience with the subject matter of the project (2.5%)

- Total years in business and financial stability of firm (10%)
- Demonstrated ability to work as a member of a team for the benefit of the City (15%)
- References from State and/or Municipal clients, include organizational names, addresses, names of contact persons, and telephone numbers (5%)
- Extent of services offered, and the extent of overall resources that will be made available for this project (10%)
- Demonstrated experience and success providing services in a unionized workforce (15%)
- Staff availability (10%)
- Fees, fee structure, and reimbursement expenses (2.5%)

5.3 *Basis of Selection*

The process for selecting a winning proposal for this RFP will be an open and fair solicitation process. While total costs will be considered in the award of this RFP, it is not the only factor to be considered. The professional services sought herein are not subject to NYS competitive bidding requirements. Therefore, the lowest cost of any proposal may not necessarily be accepted. The City intends to award a contract to the Offeror whose proposal offers the best overall value. However, the City is under no obligation to award any contract, in whole or in part, and it reserves the right in its sole discretion to cancel this RFP process with or without cause at any time before or after closing and has no express or implied obligation to provide reasons for such cancellation. If only one proposal is received, the City reserves the right to reject it.

Representatives of the City of Buffalo Department of Human Resources shall oversee this project and evaluate Offerors' responses.

5.4 *Fees/Commissions*

The Offeror will bill the City based on the submission of monthly invoices in a format to be determined by the City.

A Fee Structure:

1. Indicate your firm's proposed fee structure for the scope of work described for the initial contract year beginning January 1, 2019 through December 31, 2019, along with the (4) four one (1) year renewal option periods:

Renewal Year 1: January 1, 2020 through December 31, 2020
Renewal Year 2: January 1, 2021 through December 31, 2021
Renewal Year 3: January 1, 2022 through December 31, 2022
Renewal Year 4: January 1, 2023 through December 31, 2023

2. Indicate how (if at all), these rates may be adjusted during the term of the engagement.
3. Describe your proposed billing practices.
4. Please provide any additional information about your firm's proposed charges for this engagement.

B. Commissions

Due to the fact that the precise scope of services may vary depending upon the City's needs and availability of funds, Offerors are requested to submit alternative language to include a commission structure and flat rate for each product quoted. (The City will not allow a lump annual fee, and requires fees to be transparent).

1. **PROPOSED COMMISSION BC/BS HEALTH INSURANCE:** (identify if flat fee per employee per month or as a percentage of premium)
\$ _____
2. **PROPOSED COMMISSION DENTAL:** (identify if flat fee per employee per month or as a percentage of premium)
\$ _____
3. **PROPOSED COMMISSION LIFE INSURANCE:** (identify if flat fee per employee per month or as a percentage of premium)
\$ _____
4. **PROPOSED FEES AND COMMISSIONS FOR VOLUNTARY STD, LTD, AND/OR LONG TERM CARE INSURANCES** (detail each on separate attachments)
Identify if flat fee is per employee per month or as a percentage of premium)
\$ _____

C. Alternative Fee Proposal

Offerors may submit an alternate fee proposal but must attach an explanation for such fees and the proposed alternative fee structure.

5.3 *City's Reservations of Rights*

Upon submission of a proposal in response to this RFP, each Offeror acknowledges and consents to the following conditions relative to the submission and review and consideration of its proposal:

1. All costs incurred by the Offeror in connection with responding to this RFP and for participating in this procurement process shall be borne solely by the Offeror.
2. The City reserves the right, in its sole discretion, to reject for any reason any and all responses or components thereof and to eliminate any and all Offerors responding to this RFP from further consideration for this procurement.
3. The City reserves the right, in its sole discretion, to reject any Offeror that submits incomplete responses to this RFP, or a proposal that is not responsive to the requirements of this RFP.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
5. All proposals in response to this RFP shall become the property of the City and will not be returned.
6. All proposals in response to this RFP shall constitute public records subject to public disclosure.
7. The City may request that Offerors personally attend or send representatives to the City for interviews and a demonstration of Offeror's proffered services.
8. Any and all proposals in response to this RFP that are not received by the Department of Human Resources by 11:00 A.M. on October 1, 2018 will be rejected.
9. Neither the City, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation or preparation of the proposal in response to this RFP.
10. The City of Buffalo's name, logo, crest, etc. shall not be used without prior, expressed, written consent of the City of Buffalo.

The City reserves that it may, in its' sole discretion, exercise the following rights and options with regard to this RFP and the procurement process in order to obtain the most advantageous offer for the City:

1. To waive irregularities and/or minor non-compliance by any Offeror with the requirements of this RFP;
2. To request clarification and/or further information from one or more Offerors after closing without becoming obligated to offer the same opportunity to all Offerors;
3. To enter into negotiations with one or more Offerors without being obligated to negotiate with, or offer the same opportunity, to all Offerors;
4. To reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost and to create a project of lesser or greater expense and reimbursement than described in this RFP or the Offeror's proposal based on the component prices submitted;
5. To determine that any proposal received in response to this RFP complies or fails to comply with the terms set forth herein;
6. To determine whether any perceived or actual conflict of interests exists that would affect or impair the award of any contract arising from this RFP to a Offeror(s);
7. To waive any technical non-conformance with the terms of this RFP;
8. To change or alter the schedule for any events called for in this RFP;
9. To conduct investigations of any or all of the Offerors, as the City deems necessary or convenient, to clarify the information provided as part of the proposal and to request additional information to support the information included in any proposal;
10. To suspend or terminate the procurement process described in this RFP at any time. If terminated, the City may determine to commence a new procurement process without any obligation to the Offerors;

Offerors are advised to submit a complete offer as their proposal. Any waiver, clarification or negotiation will not be considered an opportunity for Offerors to correct errors contained in their proposals.

SECTION 6 - AWARD OF CONTRACT

It is anticipated pending final approval that the successful Offeror will be awarded a contract, with the option to renew upon the mutual agreement of the parties. The agreement period shall

be for a one (1) year period starting January 1, 2019 and terminating December 31, 2019. Subsequently, the agreement may be extended for up to four (4) additional one (1) year renewal terms with an inception date of January 1st and an expiration date of December 31st. Any extension of the agreement must be in writing and the only condition that shall be permitted to be altered or changed in any extension is the sum to be paid the Offeror and the method of computing the same. Any changes to the contract must be submitted in writing and agreed upon in writing by both parties, 30 days in advance.

The contract with the successful Offeror (if any) shall include the terms of this RFP together with those terms of the Offeror's proposal, which are not inconsistent with the RFP, and which have been specifically accepted by the City of Buffalo.

SECTION 7 – INDEMNIFICATION/HOLD HARMLESS

For any contract awarded pursuant to the issuance of this RFP, the successful Offeror shall defend, indemnify and save harmless the City, and its officers and employees from all claims, suits, actions, damages, losses, and costs of every name, nature, and description to which the City, may be subjected or put by reason of any injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of the Offeror, its employees, agents or subcontractors, in the performance of any work under the contract. In addition to and in furtherance of the foregoing indemnity, the insurance coverage described herein must include language that states that the insurance carrier will defend the City, for any and all claims arising or resulting from the contract. Furthermore, the whole, or so much of the money to become due under the contract as shall be considered necessary by the City, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the City.

SECTION 8 - INSURANCE COVERAGE REQUIREMENTS

The City of Buffalo requires insurance coverage as listed below for this work. Note: The term "Vendor" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Buffalo" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided.

Minimum Scope and Limits of Insurance

8.1 Worker's Compensation Insurance and Disability Insurance:

With respect to all operations the Vendor performs, the Vendor shall carry Worker's Compensation Insurance and Disability Insurance in accordance with the requirements of the laws of the State of New York. Evidence of Worker's Compensation Insurance and Disability Insurance must be provided on the New York State approved form. The Acord form is not acceptable. Each certificate of insurance evidencing such coverages shall be submitted by the Vendor and must name the City of Buffalo as certificate holder.

8.2 *Commercial General Liability:*

With respect to all operations the Vendor performs, the Vendor shall carry Commercial General Liability insurance providing for a total limit of not less than one million dollars (\$1,000,000) per occurrence for each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under the contract. Each annual aggregate limit shall not be less than two million dollars (\$2,000,000). A certificate of insurance evidencing such coverage shall be submitted by the Vendor and must name the City of Buffalo as additional insured and certificate holder under said policy of insurance. The City shall also be named as additional insured and certificate holder under Vendor's excess and umbrella policies.

8.3 *Automobile Liability:*

With respect to any owned, non-owned, or hired vehicles the Vendor shall carry Automobile Liability insurance providing at least one million dollars (\$1,000,000) per accident for bodily injury and property damage. A certificate of insurance evidencing such coverage shall be submitted by the Vendor and must name the City of Buffalo as additional insured and certificate holder under said policy of insurance.

8.4 *Professional Liability:*

With respect to any damage caused by an error, omission or any negligent acts of the Vendor performed under this contract the Vendor shall carry Professional Liability insurance providing at least one million dollars (\$1,000,000) per claim for any wrongful act. The certificate of insurance evidencing such coverage shall be submitted by the Vendor and must name the City of Buffalo as certificate holder under said policy of insurance.

8.5 *"Tail" Coverage:*

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Vendor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or

before the effective date of the pertinent Contract. If continuous "claims made" coverage is used, Vendor shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.

8.6 *Acceptability of Insurers:*

All of Vendor's insurance policies shall be written by insurance companies admitted in New York and licensed to do business in the State of New York or otherwise acceptable to the City's Corporation Counsel in his sole discretion.

8.7 *Subcontractors:*

The Vendor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability Insurance unless Errors and Omissions /Professional Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to Corporation Counsel's office as required herein and are subject to approval as to form by the Corporation Counsel and are subject to approval as to sufficiency by the City Comptroller.

8.8 *Aggregate Limits:*

Any aggregate limits must be declared to and approved by the City. It is agreed that the Vendor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Vendor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for by the Contractor/Vendor. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Vendor to pay and/or to indemnify.

8.9 *Notice of Cancellation or Nonrenewal:*

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except upon 30 days prior written notice.

8.10 *Waiver of Governmental Immunity:*

Unless requested otherwise by the City, the Vendor and his insurer shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

8.11 Additional Insured:

The liability insurance coverage, except for Workers Compensation and Disability Insurance, required for the performance of the Contract shall include the City of Buffalo as additional insured and certificate holder but only with respect to the Vendor's activities to be performed under the contract. Coverage shall be primary and non-contributory with any other insurance.

8.12 Certificate of Insurance:

As evidence of the required insurance coverage, the Vendor shall furnish Certificate(s) of Insurance to the City of Buffalo prior to the award of the Contract and prior to the Vendor's commencement of work under the awarded contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to:

Department of Human Resources
City of Buffalo
65 Niagara Square, 1007 City Hall
Buffalo, New York 14202
Attention: Douglas Fabian

SECTION 9 – GENERAL REQUIREMENTS

9.1 Non-Discrimination

The successful Offeror(s) shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Offeror(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the Offeror(s), state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to

public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Buffalo City Code and Ordinances.

9.2 Americans with Disabilities Act Compliance Provisions

Any Offeror(s) awarded a contract pursuant to an RFP are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Offeror will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires vendors associated with the City of Buffalo to provide qualified applicants and employees with disabilities with reasonable accommodation that do not impose undue hardship. Offeror(s) also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination.

In the event of the Offeror's noncompliance with the non-discrimination clauses of the contract, the contract may be canceled, terminated, or suspended, in whole or in part, and the Offeror may be declared ineligible by the Buffalo Common Council from any further participation in City contracts in addition to other remedies as provided by law.

9.3 General Compliance

The successful Offeror(s) agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

9.4 Performance Monitoring

The City will monitor the performance of the successful Offeror(s) against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with the contract. If action to correct such substandard performance is not taken by the Offeror within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All work submitted by Offeror shall be subject to the approval and acceptance by the City or its' designee(s). The City or its' designee(s) shall review each portion of the work when certified as complete and submitted by the Offeror and shall inform the Offeror of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9.5 Independent Contractor

Nothing contained in the agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The successful Offeror(s) shall at all times remain an independent contractor with respect to the services to be performed under the contract. Any and all employees of Offeror(s) or other persons engaged in the performance of any work or services required by Offeror under the

contract shall be considered employees or sub-vendors of the Offeror only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of New York or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered herein, shall be the sole obligation and responsibility of Offeror.

9.6 *Accounting Standards*

The successful Offeror(s) agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under the contract.

9.7 *Retention of Records*

The successful Offeror(s) shall retain all records pertinent to expenditures incurred under the contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under the contract shall be retained for three years after final disposition of such property.

9.8 *Inspection of Records*

All records with respect to any matters covered by the contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data

9.9 *Living Wage Policy*

The Buffalo Living Wage ordinance applies to City contracts for services of more than \$50,000 value when the City contracts with a contractor employing more than ten people. The attached City of Buffalo Living Wage Commission Application For Contract with the City of Buffalo must be completed and accompany your response to this Request for Proposals.

9.10 *Applicable Law*

The laws of the State of New York shall govern all interpretations of this RFP any contract arising from this RFP, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Erie, State of New York, regardless of the place of business, residence or incorporation of the Offeror. Each party agrees that all claims and matters shall be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-convenient or similar grounds. No such actions shall be commenced or maintained against the City unless the contractor shall, not less than sixty (60) days before the commencement or filing of such action(s), submit to the City via certified mail to the address for notices contained herein, an informal complaint specifically

detailing each and every perceived allegation or grievance and that the City shall be afforded a reasonable amount of time within which to resolve any such claims.

9.11 Conflict and Priority

In the event that a conflict is found between provisions in any contract arising from this Request for Proposals, the successful Offeror's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Request for Proposals; and 3) Offeror's Proposal.

9.12 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from any contract arising from this RFP shall constitute the property of the City. The City may use, extend, or enlarge any document produced under the contract without the consent, permission of, or further compensation to the Offeror.

9.13 Termination

The City shall have the unilateral right to terminate any contract awarded hereunder, without cause, upon thirty (30) days written notice to the Offeror.

If termination shall be without cause, the City shall pay the Offeror, all compensation earned to the date of termination. If the termination shall be for breach of this contract by the successful Offeror(s), the City shall pay all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach.

Notwithstanding the above, the Offeror shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of the contract by the Offeror. The City may, in such event, withhold payments due to the Offeror for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Offeror, from asserting any other right or remedy allowed by law, equity, or by statute.

9.14 Assignment

In accordance with General Municipal Law §109 you are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any contract awarded pursuant to the issuance of this RFP, or of any right, title, or interests therein, or the power to execute such contract, to any other person or corporation without the previous consent in writing of the City.

If any Offeror, to whom any contract is let, granted or awarded, as required by law, shall without the previous written consent of the City, assign, transfer, convey, sublet or otherwise dispose of the contract, or any right, title or interest therein, or the power to execute such contract, to any other person or corporation, the City shall have the unilateral right to revoke and annul such

contract, and the City shall be relieved and discharged from any and all liability and obligations growing out of such contract to such Offeror, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such Offeror, and his assignees, transferees or sub-lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such Offeror for the benefit of his creditors made pursuant to the laws of the State of New York.

9.15 Prime Contractor Responsibility

All sub-contractors will be subject to prior approval by the City. Prior to contract execution, the successful Offeror(s) will be required to furnish the corporate or company name and the names of the officers and principals of all sub-contractors. Notwithstanding any such approval by the City, the successful Offeror(s) shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP and for compliance with the price and other terms provided in the contract. The successful Offeror(s) shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

The City's consent to or prior approval of any subcontract or subcontractor proposed by an Offeror shall not create or purport to create any obligation of the City to any such subcontractor, or any form of contractual relationship or relationship of privity between the City and the subcontractor. Any Offeror who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontracts.

9.16 Disclaimer

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any Offeror to this RFP or further Offerors to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, with the exception of materials marked as trade secrets or confidential, may be subject to public disclosure by the City, or any authorized agent of the City. Any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of the City with the City having title thereto and unrestricted use thereof.

9.17 Publicity

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of the City.

9.18 Offerors Restricted

No proposal shall be accepted from or contract awarded to any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. No Offeror may be the prime contractor or prime Offeror for more than one proposal submitted pursuant to

this RFP. Entities that are legally related to each other or to a common entity may not submit separate proposals as prime contractors or prime Offerors. Any proposal may be rejected that, in the City's sole judgment, does not comply with these conditions. Nothing contained in this RFP is intended to preclude a proposal by a system integrator that proposes to perform the substantive work proposed through sub-contractors.

9.19 *New York State Executory Clause*

Any contract(s) arising from this RFP shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the City beyond the amount of such monies. Neither the full faith and credit nor the taxing powers of the City of Buffalo are pledged to the payment of any amount due or to become due under such contract. It is understood that neither the contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

9.20 *Copyright and Patent Rights*

The successful Offeror(s) warrants that there are no existing claims of violation and Offeror has no knowledge of any potential claims of violation of copyrights or patent rights in products being proposed in this Request for Proposals as of the date of proposal submittal. Offeror(s) shall indemnify and defend the City in any claim or action brought against the City based upon a claim that the software or hardware provided by the Offeror violated any copyright or patent rights.

9.21 *Confidentiality*

All documents, data, or other forms of information collected or received during the contract, included but not limited to, notes, memoranda, reports, electronic information including information contained on CD's or USB drives, are to be the exclusive property of the City.

All reports, including preliminary findings, interim reports, final recommendations and the work product thereof, shall be the exclusive property of the City, and any duplication, publishing or other use thereof by any person, including the Offeror, without the express authorization of the City, is strictly prohibited.

The Offeror agrees that neither it nor its employees will at any time or in any manner, either directly or indirectly, use any information for their own benefit, or divulge, disclose or communicate in any manner any information to any third party without the prior written consent of the City, or as may be required by law or the contract. The Offeror will protect the Information and treat it as strictly confidential. The confidentiality provisions shall remain in full force and effect after the termination of any contract formed as a result of this RFP.

9.22 *Freedom of Information Law*

The City of Buffalo is subject to the provisions of Article 6 Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All proposals, in their entirety,

submitted in response to this Request for Proposal shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each Offeror to this Request for Proposal to identify those portions deemed to constitute a "trade secret" or proprietary information of the commercial enterprise. Any such information shall be clearly marked "CONFIDENTIAL". The phrase trade secret is more extensively defined to include a formula, process, device or compilation of information used in one's business which confers a competitive advantage over those in similar businesses who do not know it or use it. The subject of the trade secret must not be of public knowledge or of a general knowledge in the trade or business. A corresponding letter, on company letterhead, must be provided describing the factors and extent to which the disclosure of the "CONFIDENTIAL" information would cause substantial injury to the competitive position of the commercial enterprise. The entire proposal shall not be marked "CONFIDENTIAL". Any portion of the proposal that is not clearly identified as "CONFIDENTIAL" may be disclosed pursuant to the Freedom of Information Law.

THE CITY OF BUFFALO DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER TO ANY OFFEROR IN THE DISCLOSURE OF RECORDS PURSUANT TO THE FREEDOM OF INFORMATION LAW, COURT ORDER, OR ANY OTHER METHOD OF DISCLOSURE PROVIDED FOR UNDER THE LAW

**CITY OF BUFFALO
DEPARTMENT OF ADMINISTRATION, FINANCE & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO NY 14202**

REGULATIONS

FOR ENTERING FORMAL PROPOSALS FOR MATERIALS, SUPPLIES, EQUIPMENT AND SERVICES

1. METHOD OF TENDERING PROPOSALS.

(A) No person, co-partnership, or corporation, shall submit more than one proposal, either directly or by agent. Each Offeror shall sign said proposal with his/her full name, in his/her own handwriting, and, if a partnership, each partner must sign; if a corporation, the corporate name shall be signed, and signed and acknowledged by a duly authorized officer thereof.

(B) All Offerors must submit with their proposal a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the Offeror will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

Form EEO-2 is enclosed along with the Living Wage Statement. Both must be completed and returned with your proposal, together with the signed Non-Collusion Certification.

2. QUALIFICATIONS FOR OFFEROR.

Ordinarily, proposals are not considered from Offerors on supplies, material or equipment, if the Offeror or manufacturer of same is in bankruptcy, or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract, but the Director of Purchase reserves the right to accept or reject such proposals in the best interest of the City. No proposal shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

3. CONTRACT.

The successful Offeror will be required to enter into a contract on the City's form.

4. PAYMENT.

Payment for material, supplies or equipment called for herein shall be made within thirty (30) days after approved completion of contract and the rendition of proper invoice to the Division of Accounting, 65 Niagara Square, Room 1214 City Hall, Buffalo, New York 14202.

5. PATENT INFRINGEMENT.

The Contractor shall agree to indemnify and save harmless the City of Buffalo, its servants, agents and employees from any and all suits or action at law or in equity, which may hereafter be brought against them or either of them, for, or on account of, the infringement, or alleged infringement, of any patent or patent rights upon or pertaining to any of the articles described herein or supplied as a result of this RFP.

6. GENERAL.

(A) The Offeror will not be allowed to take advantage of any errors or omissions. The Director of Purchase reserves the right to reject any and all proposals on any or all items in the proposal and to waive any informalities. In case of error, unit price governs.

(B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective Offeror shall apply to the City for such information.

(C) These regulations, specifications, invitation for proposals, and the proposal are deemed to be incorporated in the contract.

(D) The Division of Purchase reserves the right to award by item, or as a whole, or to reject any or all proposals.

7. TAXES.

Quotations shall not include any New York Sales Tax as municipalities of New York State are not subject to this tax. No Federal Tax of any kind shall be included unless the Federal Law specifically levies such tax against purchases made by the political subdivisions of a State.

8. TITLE.

Offeror must transfer a good and incontrovertible title to all equipment furnished hereunder free and clear of all liens and encumbrances of whatever name and nature.

9. ASSIGNMENT AND SUBCONTRACTING

No Offeror awarded a contract pursuant to this RFP shall assign or subcontract any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract. Further, no contractor shall assign, transfer or otherwise dispose of any contract awarded as a result of this RFP, or any part thereof, or any right, title or interest there under, without the prior written consent of the City. Any such purported action without such consent shall be null and void.

10. SUBCONTRACTOR LIST.

The successful Offeror shall submit a list of proposed subcontractors to the Director of Purchase for his approval and obtain his written consent thereto prior to the execution of the contract.

11. NATIONALLY KNOWN CORPORATIONS.

The Director of Purchase reserves the right to determine which corporations are to be designated as nationally known, and his decision will be final.

12. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.

The promised delivery date shall be considered by the City in making the award. Such delivery date shall be of the essence of the contract.

If the contractor and/or supplier fails to complete the contract work within the specified delivery date or within any extensions thereof granted in accordance with this section, the City may elect to permit the contractor and/or supplier to proceed with and complete the contract, provided, however, that in any

such case such permission shall not be deemed a waiver in any respect by the City of the contractor's and/or supplier's liability for damages or expenses thereby incurred by the City as a result of the failure to complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted.

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and/or their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays included, after the date fixed for delivery during which time the contract shall remain incomplete, and any such damages and expenses may be deducted by the City from any payment or payments then due or thereafter to fall due to the contractor and/or supplier.

No extension of time for completion of this contract shall be granted unless the contractor and/or supplier shall make written application to the City no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the City shall have granted such extension in writing no later than the date upon which delivery was to have been made. The granting of any such extension and the length of time thereof shall be in the sole discretion of the City.

13. NON-COLLUSIVE PROPOSAL CERTIFICATION.

If the Offeror is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No proposal shall be considered for an award nor will any award be made to a Offeror where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and furnish with the proposal a signed statement which sets forth in detail the reasons therefore. In such event the proposal shall not be considered for award nor shall any award be made unless the City determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a Offeror has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being proposed, does not constitute, without more, a disclosure to any other Offeror or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

14. CONFLICTS OF INTEREST

Confidentiality and lack of potential conflicts of interest is vital to maintaining the integrity of every investigation and the data gathered therein. Therefore, the Company must disclose any potential conflicts of interests and/or relationships/connections by Principals and all employees who would have access to our account. Such relationships may include, but are not limited to, connections to persons and organizations within the City of Buffalo through:

- a.* Professional or Political associations
- b.* Political donations
- c.* Blood or Marriage
- d.* Friendships
- e.* City of Buffalo employees who currently work for your company, or come to work for your company during the RFP process, and after (should you receive a contract from the City of Buffalo) as employees or consultants

- f. Union Affiliations/Memberships
- g. Board Member

15. INQUIRIES

The City of Buffalo adheres to Article 9, State Finance Law Section 139. No Offeror may contact, lobby or otherwise discuss the RFP with any employee, union leader or elected official of the City of Buffalo or other government official, until an award has been officially made. Any contact regarding the RFP, other than allowed contact such as to discuss current business with the City of Buffalo, or during the question and answer period (via email ONLY) with the person/s identified below, may result in a vendor's immediate disqualification. All Offerors will be required to submit a Contract Certification Statement if awarded a contract.

All inquiries during the question and answer period only should be directed **via e-mail only** to:

Douglas Fabian at dfabian@city-buffalo.com

The subject line must identify the RFP by title

16. SECTION 220-E, Labor Law.

PROVISIONS IN CONTRACTS PROHIBITING DISCRIMINATION ON ACCOUNT OF RACE, CREED, COLOR OR NATIONAL ORIGIN IN EMPLOYMENT OF CITIZENS UPON PUBLIC WORKS.

Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;

(c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) That this contract may be canceled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the state or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

REFERENCES

Project: _____

Date: _____

Contact Person: _____

Phone No: _____

Project: _____

Date: _____

Contact Person: _____

Phone No: _____

Project: _____

Date: _____

Contact Person: _____

Phone No: _____

Project: _____

Date: _____

Contact Person: _____

Phone No: _____

Project: _____

Date: _____

Contact Person: _____

Phone No: _____

Project: _____

Date: _____

Contact Person: _____

Phone No: _____

CASH DISCOUNT (IF ANY) TO BE DEDUCTED _____ % IN THIRTY (30) DAYS.

THIS PROPOSAL IS FAIR IN EVERY RESPECT AND NO OFFICER OF THE CITY OF BUFFALO IS DIRECTLY OR INDIRECTLY INTERESTED IN SAID PROPOSAL, OR IN THE WORK TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS, excluding profits which may accrue as a stockholder, provided that as such stockholder he does not have supervision, control, or direction of said corporation and that he did not participate in the calculation, submission or preparation of this bid.

THIS PROPOSAL IS TENDERED BY (A) (AN) CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

PARTNERS CONSTITUTING _____

PARTNERSHIP _____

INCORPORATED IN WHAT STATE, IF CORPORATION? _____

IF FOREIGN CORPORATION, STATE IF AUTHORIZED TO DO BUSINESS IN NEW YORK STATE _____

* CORPORATE OFFICERS' NAMES

TITLES

ADDRESSES

* PRINCIPAL STOCK HOLDERS

NAMES

ADDRESSES

NAMES

ADDRESSES

* Note: This information is not required from nationally known corporations.

NON-COLLUSION CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

FIRM OR CORPORATION NAME _____

PRINCIPAL ADDRESS _____

STREET

CITY

STATE

ZIP CODE

SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS

TITLE (TYPE OR PRINT NAME ABOVE)

TITLE (TYPE OR PRINT NAME ABOVE)

FORM 2A – OFFERORS AFFIRMATIVE ACTION STATEMENT

The _____

(Company Name)

Hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

(Signature of Authorized representative of Bidder)

Date _____

BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

EEO-2



City of Buffalo *Living Wage Commission*

APPLICATION FOR CONTRACT WITH THE CITY OF BUFFALO

The City's Living Wage Ordinance applies to contracts for services in which the City pays – or receives – more than \$50,000 per year, and the contractor employs more than ten people. If you are bidding, responding to a Request for Proposals, or otherwise planning to make a contract with the City, you must complete this form, a copy of which will be forwarded to the City's Living Wage Commission. Your subcontractors need not file a separate Application, but they must pay a living wage. If you win the contract, you and your subcontractors will file quarterly reports with the Living Wage Commission.

You must certify that you will pay at least the hourly wages mandated by the Ordinance. As of January 1, 2018, the hourly rates are \$11.79 if the worker receives health benefits from the employer and \$13.24 if the employee does not. There will be an automatic cost-of-living adjustment each January 1.

There are two exceptions to the Ordinance. Professional contracts such as legal, architectural, or engineering services are not covered by the Ordinance. Also, persons employed in construction work covered by prevailing wage laws are exempt from the Ordinance.

The City department responsible for the contract should forward the completed Application for Contract of the employer chosen for the contract to: Living Wage Commission, c/o Cornell University ILR, 617 Main St., Suite 300, Buffalo, NY, 14203.

1. Company Information

Company Name:	
Executive Officer:	
Address:	
City, State, Zip:	
Phone No.:	
Total No. of Employees:	

2. Please describe the specific project or service for which the contract is sought:

3. Contract Information

Dollar Value of Your Proposal/Contract:	
Identifying City Contract or Project Number:	
Start and End Dates of Contract:	

4. If you answer "Yes" to any of these, you need not complete parts 5, 6, and 7

A) Are all persons who will work under the contract construction workers covered by federal or state prevailing wage laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
B) Is this a contract for professional services such as legal, architectural, or engineering?	<input type="checkbox"/> Yes <input type="checkbox"/> No
C) Do you employ less than ten people?	<input type="checkbox"/> Yes <input type="checkbox"/> No
D) Is the total value of the contract less than \$50,000 per year?	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. Please describe the employees who will work on this contract. Attach additional sheets as needed.

Job Title	Duties to be Performed	Hourly Wage	Receives Health Benefits?

--	--	--	--

6. Subcontractors

Will there be subcontractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide name address, and phone for each subcontractor. Attach additional sheets as needed.	

7. Please provide a signature by an official of your company with the legal authority to make binding commitments.

I certify that if awarded a City contract I will fully comply with the Living Wage Ordinance.

Date: _____ Signature: _____

Print: _____

Title: _____

